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 COUNTY OF SANTA CLARA

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA

TODD HOFFMAN,

Plaintiff(s),

v.

COUNTY OF SANTA CLARA, A Municipal
 Corporation; and DOES 1 THROUGH 10,
 inclusive,

Defendant(s).

No. C11-01622 JW

**ORDER AND JUDGMENT¹ OF
 DISMISSAL WITH PREJUDICE
 PURSUANT TO SETTLEMENT
 AGREEMENT AND GENERAL RELEASE**

Counsel for the parties in the above-entitled action have advised the Court that the parties have entered into a Settlement Agreement and General Release.² In so doing, the parties have agreed that further pursuit of this action would not be of benefit to either party and that entering into the Settlement Agreement and General Release is in the best interests of all parties concerned. The Court has read and considered the pleadings, the joint status reports of the parties, and the Settlement Agreement and General Release, and has independently evaluated the appropriateness and fairness of the proposed settlement as required by *Lynn's Food Stores v. United States*, 679 F.2d 1350, 1353 (11th Cir. 1982.) The Court finds and concludes that there are bonafide disputes between the parties

¹ This disposition is not appropriate for publication and may not be cited.

² Copy attached as Exhibit 1.

1 with respect to Plaintiff's claims for back pay, liquidated damages and attorney's fees as well as the
2 applicable statute of limitations and that the Settlement Agreement and General Release represents a
3 fair compromise of such disputes.

4 Accordingly, the Court hereby ORDERS that the above-entitled action be dismissed with
5 prejudice in its entirety. The Clerk shall close this file.

6
7 Dated: July 26, 2012


JAMES WARE
United States District Chief Judge